



**TIFFANY & BOSCO**  
P.A.

Dated: October 26, 2009

**2525 EAST CAMELBACK ROAD**  
**SUITE 300**  
**PHOENIX, ARIZONA 85016**  
**TELEPHONE: (602) 255-6000**  
**FACSIMILE: (602) 255-0192**

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

**GEORGE B. NIELSEN, JR**  
**U.S. Bankruptcy Judge**

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

09-23860/0257238931

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF ARIZONA**

IN RE:

Caroline Atkinson  
Debtor.

Mortgage Electronic Registration Systems, Inc. as  
nominee for Wells Fargo Home Mortgage a  
Division of Wells Fargo Bank NA  
Movant,

vs.

Caroline Atkinson, Debtor, David A. Birdsell,  
Trustee.

Respondents.

No. 2:09-bk-21823-GBN

Chapter 7

ORDER

(Related to Docket #17)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated February 1, 2007 and recorded in the office of the  
3 Maricopa County Recorder wherein Mortgage Electronic Registration Systems, Inc. as nominee for Wells  
4 Fargo Home Mortgage a Division of Wells Fargo Bank NA is the current beneficiary and Caroline  
5 Atkinson has an interest in, further described as:

6 Lot 731, THE POINTE TAPATIO NINE, according to the plat of record in the office of the  
7 County Recorder of Maricopa County, Arizona Book 332 of Maps, page 15.

8 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
9 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
10 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
11 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
12 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

13 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
14 to which the Debtor may convert.

15  
16 DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

17  
18 \_\_\_\_\_  
19 JUDGE OF THE U.S. BANKRUPTCY COURT  
20  
21  
22  
23  
24  
25  
26